

REQUEST FOR PROPOSALS

RFP

Issue Date: February 4, 2009

RFP#: FMFADA-958-16-02-02-09

Title:

Fort Monroe Governance/Management Services

Commodity Code:

958-16 Management Services, Business

Issuing Agency:

Virginia Department of Housing and Community
Development
501 North 2nd Street
Richmond, Virginia 23219

Where work will be performed:

Fort Monroe, Virginia

Period of Contract:

5 months from Period of Award

Contract Renewal Period:

None

Proposals for furnishing the services
described herein will be received until:

February 25, 2009

All inquiries for information should be directed to:

Conover Hunt
Deputy Director, FMFADA
Telephone: (757) 637-7778
Fax: (757) 637-7776
Email: chunt@FMFADA.com

SEND ALL PROPOSALS DIRECTLY TO ISSUING AGENCY. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO: VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, 501 N. 2ND STREET, RICHMOND, VIRGINIA 23219

In compliance with this Request for Proposals and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiations.

Name and Address of Firm:

DATE: _____

By: _____

Title: _____

Zip Code: _____ **Tel:** (____) _____

FEI/FIN NO. _____ **Fax:** (____) _____

E-mail: _____ **Web Address:** _____

Table of Contents

I	PURPOSE	Page	3
II	BACKGROUND	Page	3
III	STATEMENT OF NEEDS / SCOPE OF SERVICES	Page	4
IV	DELIVERY REQUIREMENTS	Page	5
V	QUALIFICATIONS	Page	5
VI	PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS	Page	5
VII	EVALUATION AND AWARD CRITERIA	Page	8
VII	METHOD OF PAYMENT	Page	9
VIII	PRICING SCHEDULE	Page	9
	APPENDIX A		
	General Terms and Conditions for Non -Professional Services	Page	10
	ATTACHMENT A	Page	17
	Data Sheet		

I. PURPOSE:

The purpose of this Request for Proposals (RFP) is to solicit proposals to establish a contract with the Fort Monroe Federal Area Development Authority (FMFADA), the Owner, for Governance Review and Management planning services for Fort Monroe, Virginia, a National Historic Landmark District located in Hampton, Virginia, and slated for BRAC closure by the U.S. Army in 2011.

Failure to provide information required by this RFP will be grounds for rejection of the proposal.

II. BACKGROUND:

The Fort Monroe Federal Area Development Authority (FMFADA), created by Act of the Virginia General Assembly in 2007, is charged with developing and implementing a reuse plan for Fort Monroe. The Legislative language creating the Authority and its existing governing documents can be found at www.fmfada.com. The FMFADA is a political subdivision of the Commonwealth of Virginia. Led by an 18-member appointed board of commissioners, the FMFADA serves as the Local Redevelopment Authority with the Department of Defense for the Base Realignment and Closure scheduled for 2011. Of the total board, 7 citizens of Hampton are appointed by the City Council, the state Senate and House each appoint two elected members, and the Governor has 7 appointments as follows: five cabinet secretaries, one historic preservation specialist and one heritage tourism specialist. The FMFADA employs an Executive Director who hires and oversees operations and staff and is charged with the implementation of board policies.

The Owner has engaged the services of national consultants in the areas of town planning, BRAC law, environmental engineering, civil engineering, historic preservation architectural and planning services, commercial and retail economic analysis, tourism and public relations/marketing, to assist in the development and implementation of the concept reuse plan, which was approved in August, 2008. The plan, and its supporting technical manual, is also posted on the FMFADA web site. FMFADA maintains an office at Fort Monroe and works with a small permanent staff assisted by state personnel as needed.

Fort Monroe's 570 acres embrace the nation's largest moated fortress and include 189 historic structures and features. Originally named Point Comfort by Captain John Smith in 1608, its first fortifications were erected in 1609. The present fort was constructed between 1819 and 1834. Most of the site was named a National Historic Landmark District in 1960.

The FMFADA will continue to operate as the agent for the Commonwealth in the future management and development of Fort Monroe. In accordance with its reuse plan, the Authority will focus on three functional areas: real estate development; preservation management; and oversight of public educational programs for the general public. The FMFADA is presently transitioning from a planning to a management Authority.

III. STATEMENT OF NEEDS:

A. General :

1. The contractor shall furnish all labor and resources to conduct a management study of FMFADA; for the purpose of analyzing and recommending appropriate changes to improve efficiency. FMFADA will provide lists of contacts and agencies useful to the project. It shall be imperative for the Offeror to interface with other FMFADA consultants whose management studies will influence the creation of a successful institutional governance/management plan.
2. The selected Offeror shall report to the Deputy Director of the FMFADA.

B. Scope of Work:

The FMFADA seeks to manage Fort Monroe with a small permanent staff and to carry out its functional responsibilities through a series of public-private partnerships, particularly in the areas of real estate and public programs. Plans are underway to organize a national search for one or more real estate management/development partners, who will work with the FMFADA to adaptively reuse the nearly 1 million square feet of historic structures, and effect limited new development in areas where such construction will not detract from the historic campus. At the same time, FMFADA is laying the groundwork to create a nonprofit, 501(c)3 corporation to assist in the support and management of future public programs, both recreational and historic. Preservation management functions will require the FMFADA to liaison with a state preservation officer specifically assigned to Fort Monroe and to obtain approvals from the state Historic Preservation Officer. The fort is subject to a strict Programmatic Agreement which clarifies the nature and extent of development at Fort Monroe. The FMFADA is presently writing detailed Design Standards that will codify historic preservation of each historic structure and clarify issues relating to new construction at the site. The scope of work is explained in detail below.

1. **Research:** The Offeror shall perform a review of all existing FMFADA governing, management, and regulatory documents and policies, be or become familiar with the management structure of other political subdivisions of the Commonwealth, and research the governance structure of other former BRAC facilities or applicable agencies in search of models that can be included in the final FMFADA plan. The offeror shall interview state and local leadership and staff to assess the effectiveness of the current structure and work closely with the consultants working on real estate management, non-profit management, and preservation management issues to assess their work and to determine methods to embrace these functional areas efficiently into an overarching institutional system.
2. **Draft Report:** The Offeror must prepare a draft set of recommendations for review, comment and approval by the FMFADA. This report must include: citations of pertinent models; reasons for change to any existing documents or procedures; and a plan and schedule for implementation, including a suggested organizational chart and staffing plan.

3. **Final Report:** The Offeror must incorporate suggestions and revisions and prepare a final report for presentation to the Board for approval at its June 6, 2009 meeting.

IV. DELIVERY REQUIREMENTS AND SCHEDULE:

1. Specific agreed upon tasks, products and deliverables within the contract period shall be completed on schedules approved by the FMFADA.
2. The selected Offeror in consultation with the FMFADA, shall establish a mutually agreeable calendar of dates to deliver the specified above.
3. The FMFADA, in consultation with the Consultant, shall establish a payment schedule based on a mutually agreeable calendar of dates to deliver services specified above.

V. CONSULTANT QUALIFICATIONS:

1. Ten years experience in the field of institutional and business management to include knowledge of governmental, real estate and cultural business management, policies and procedures. Considerable knowledge of the three management functions (What are the management functions?) of the FMFADA is mandatory. They are: real estate management and new development; historic preservation management, and management of interpretive, educational and recreational programs for the public.
2. Certifications as appropriate.
3. Must have outstanding skills to deal effectively and persuasively with the public.

VI. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

A. General:

1. RFP Response:

In order to be considered for selection, Offerors must submit a completed response to the RFP. **One (1) original and four (4) copies of each proposal must be submitted to Issuing Agency**, Department of Housing and Community Development. No other distribution of proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and sub-letter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove That Offeror from consideration; however, it may seriously affect the overall rating of the Offeror's proposal.
- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to this RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.

3. Oral Presentation:

Offeror's who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. Specific Proposal Instructions:

Proposals should be as thorough and detailed as possible so that the Department of Housing and Community Development may properly evaluate your capabilities to provide the required goods/services. Offeror's are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:
 - a. Experience in providing the goods/services described herein.
 - b. Names, qualifications and experience of personnel to be assigned to the project.
 - c. Resumes of staff to be assigned to the project.
4. Specific plans for providing the proposed goods/services including:
 - a. What, when and how the service will be performed.
 - b. Time frame for completion.
5. Proposed Price. Indicate in the pricing schedule.
6. A price for each additional meeting outside the number included in the proposal.
7. Small Business Subcontracting Plan – Summarize the planned utilization of DMBE-certified small businesses which include businesses owned by women and minorities, when they have received DMBE small business certification, under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontracting opportunities exist. Complete Annex 7-G.
8. One copy of an institutional management plan completed by the Offeror that shows an institutional management plan embracing a variety of public-private functions, with a management chart showing staffing.

VII. EVALUATION AND AWARD CRITERIA:

A. Evaluation Criteria:

Proposals will be evaluated by the Owner using the following criteria:

	SERVICE	POINTS
1)	Understanding of the Assignment	<u>20</u>
2)	Expertise, qualifications, and references of Offeror	30
3)	Proposed methodology/procedures	20
4)	Price	20
5)	Small Business & Women and Minority Owned Business	10
	TOTAL	100

B. Award of Contract:

In the absence of a single Offeror excelling in qualifications and price, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. The Offerors shall be invited to interview for the position. The Owner may cancel this Request for Proposals or reject all proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was deemed to be most advantageous. (§11-65D, Code of Virginia.) Should the Issuing Agency or public body determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror/Contractor's proposal as negotiated.

VIII. METHOD OF PAYMENT:

- A. Payments will be made monthly to this Contractor for the proportional part of the services rendered during the period.
- B. This Contractor shall submit to the Owner by the 5th day of the month a statement for approval and payment for the services performed during the preceding month.
- C. The lump sum fixed fee will include all services for the contract period, including expenses.
- D. Should services be required beyond that time, this Contractor will be compensated at a rate set forth in the Contract or, if not set forth in the Contract, at a rate commensurate with the services provided and at the equivalent rates used in the Contract for the personnel classifications involved.

IX. PRICING SCHEDULE:

The Offeror agrees to provide services in compliance with the Statement of Needs and terms and conditions of this Request for Proposals at the proposed lump-sum fixed price of \$_____.

Please quote pricing information for additional tasks (not listed in RFP) if requested by the purchasing agency.

Hourly Rate \$_____

Weekly Rate \$_____

Section A:

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a **(check only one below)**?

_____ Small Business

_____ Small and Women-owned Business

_____ Small and Minority-owned Business

Certification number: _____ Certification Date: _____

GENERAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under “Manuals.”
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or

regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their (bids/proposals), (bidders/offerors) certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**
1. **RFP:** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is

delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.

3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: This coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the

goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

T. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

U. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic orders receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

V. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

ATTACHMENT A

DATASHEET

1. **Qualification of Firm:** Offeror's signature on this solicitation certifies that his or her firm has the capability and capacity in all respects to satisfy all contractual requirements.

2. **Years in Business:** Indicate the length of time you have been in business providing this type of service:
 _____ years _____ months.

3. **Is your firm currently registered in eVA?**
 Yes _____ Under what name? _____
 No _____

4. **References:** Indicate below a listing of at least three (3) references for which you have provided this type of service. One reference must be of an account of similar size to the Commonwealth of Virginia and one reference must be of a recent client whose business you lost. Include the dates service was furnished and the name and address of the person DHCD has permission to contact. A Narrative statement shall be provided for each reference, describing the scope, size and type of services provided to each reference. **Please verify that the contact persons whom you have listed below are still employed with these firms prior to submitting their names.**

Client	Date	Address	Contact Person (w/ phone and fax number and email address)